

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT CINCINNATI

TOTAL QUALITY LOGISTICS, LLC, : Case No. 1:24-cv-00742-SJD
: Plaintiff, : Judge Susan J. Dlott
v. :
: Defendants. : **JURISDICTIONAL STIPULATION
OF PLAINTIFF TOTAL QUALITY
LOGISTICS, LLC**

As evidenced by the signature of counsel for Plaintiff Total Quality Logistics, LLC (“TQL”) below, TQL stipulates that the relief it seeks or will accept against Defendants, Thomas C. “Carter” Neal (“Neal”) and Devine Logistics, Inc., dba Devine Logistics, LLC (“Devine”), is limited to judgment in a cumulative amount less than \$75,000.00, inclusive of compensatory damages, punitive damages, attorney’s fees, costs, expenses, interest, and the fair value of any injunctive relief, from each Defendant individually and severally. In other words, TQL does not seek nor will it accept from either Defendant in excess of \$74,999.99 based on the following relief:

- A. For an Order issuing immediate, preliminary, and permanent injunctive relief:
 - 1. Commanding Neal to comply fully with his Non-Compete, Confidentiality and Non-Solicitation Agreement (“Non-Compete Agreement”), and with restrictive covenants extended as the result of the agreed tolling provision triggered by Neal’s breach;
 - 2. Prohibiting Devine from tortiously interfering with TQL’s Non-Compete Agreement with Neal;
 - 3. Prohibiting the further use and misappropriation of TQL’s trade secrets by Neal and Devine; and

4. Prohibiting Devine from tortiously interfering with TQL's customer relationships;
- B. An award of compensatory damages in favor of TQL in an amount less than \$75,000.00, inclusive of any award of punitive damages, attorney's fees, costs, expenses, and the fair value of any injunctive relief, from each Defendant, individually and severally;
- C. An award of punitive damages in favor of TQL in an amount less than \$75,000.00, inclusive of any award of compensatory damages, attorney's fees, costs, expenses, and the fair value of any injunctive relief from each Defendant individually and severally;
- D. An award of attorney's fees in an amount less than \$75,000.00, inclusive of any award of compensatory damages, punitive damages, costs, expenses, and the fair value of any injunctive relief, from each Defendant individually and severally.
- E. Any other relief that this Court deems just and proper, including prejudgment interest or post-judgment interest, so long as the cumulative value of all relief is less than \$75,000.00 from each Defendant individually and severally.

This Stipulation is intended to be unequivocal and binding on TQL, and TQL intends that this Stipulation be used by the trial court to limit the amount of any award to TQL, such that TQL will not recover in excess of \$74,999.99 from either Defendant.

So stipulated on January 6, 2025.

Respectfully submitted,

/s/ Scott K. Jones

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